



**TENDER DOCUMENT FOR
ENGAGEMENT OF SERVICE PROVIDER FOR HIRING OF VEHICLES ON DAILY &
MONTHLY BASIS**

TENDER NO.: IRFC/Tender//Hiring of Vehicle/2020-21

Date: 06/11/2020

DEFINITIONS

- A. The terms “IRFC” wherever used shall mean “**Indian Railway Finance Corporation Ltd.**”
- B. The term “**Bidder**” or “**Tenderer**” shall mean and include **the person, firm or a body corporate which is submitting the tender.**
- C. The term “**service provider**” or selected “**Solution and Service Provider (S&SP)**” or “**successful bidder**” shall mean and include **the agency, firm or a body corporate which is submitting the tender and is finalized for provision of the services/work specified in this tender.**

DISCLAIMER

This tender is not an offer by the Indian Railway Finance Corporation Ltd. But an invitation to receive ‘quotation’ from various agencies for hiring of vehicles on daily & monthly basis. No contractual obligation whatsoever shall arise from the process unless and until the formal contract is signed and executed by the Indian Railway Finance Corporation Ltd. With the shortlisted appointed agency.

CONTENTS

S. No.	Description	Page No.
1.	Tender Notice	4-5
2.	Instruction to Bidders (INB), Section – I	6-11
3.	Detailed scope of work (Section – DSW), Section – II	12-13
4.	Preference To Purchase From MSMEs (Appendix)	14
5.	General terms and conditions of contract (GCC), Section – III	15-26
6.	Special Terms & Conditions, Section – IV	27-28
7.	Check list of documents	29
8.	Technical Bid Proforma Annexure-I	30-31
9.	List of major clients during 3 years Annexure-I(A)	32
10.	Details of cars (not older than 2019 model) owned by the bidder Annexure-I (B)	33-34
11.	Financial information of the bidder as per Annexure- I (C)	35
12.	Bidder’s details like certificate for ESI, EPF, GST, PAN as applicable to be attached with this Annexure) along with documentary evidences	INB Clause 6.0 Page 8
13.	Technical and Commercial Deviation as per Annexure –II (A & B)	36-37
14.	Financial Bid of the tender document, as per Annexure III (A & B) duly filled	38-39
15.	Covering letter as per Annexure – IV	40
16.	Undertakings as per Annexure V &VI.	41-42
17.	Proforma For Bank Guarantee For Bid Guarantee, Annexure VII	43
18.	Proforma Bank Guarantee For Contract Performance, Annexure VIII	44-45
19.	Form of Agreement	46-47



TENDER NOTICE

1. Indian Railway Finance Corporation Ltd. intends to invite bids for **Annual Rate Contract (ARC) for Hiring of vehicle on Daily and Monthly Basis** for their Office situated in Delhi under Two Bids System (Technical and Financial) from Established/ Reputed Agencies based in India.
2. Interested bidders may obtain further information or tender document from the Office of Indian Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisam Pitamah Marg, Paragti Vihar, Lodhi Road, New Delhi – 110003.
3. Tender document can also be downloaded from the website www.irfc.nic.in and www.govttenders.nic.in or www.eprocure.gov.in

Details of Tender

S. No.	Particulars	Details
1.	Tender Number	IRFC/Tender//Hiring of Vehicle/2020-21
2.	Tender Date	06/11/2020
3.	Tender issued by	Indian Railway Finance Corporation Limited
4.	Cost of Tender Document	Rs. 750/-
5.	Period of Contract (years)	One Year
6.	Estimated Cost of work	INR 35.00 Lakhs (Rupees Thirty Five Lacs only)
7.	Earnest Money Deposit (EMD)	INR 70,000/- (Rupees Seventy Thousand only) in form of Demand Draft or Bank guarantee (valid for Six (6) months from the date of opening of tender is acceptable) favouring Indian Railway Finance Corporation Ltd., payable at Delhi
8.	Nodal Officer for Correspondence and clarification	Joint General Manager (HR & Admin.) telephone no. 011-24369766 E-mail id: admn@irfc.nic.in.
9.	Bid Publishing Date	06/11/2020
10.	Start Date of Bid Submission & Time	07/11/2020, 10.00 A.M.
11.	Last Date of Bid Submission & Time	24/11/2020, 03.00 P.M.
12.	Opening of Technical Bid	24/11/2020, 03.30 P.M.
13.	Opening of Financial Bid of Technically eligible bidders	The date and time for opening of financial bids will be intimated separately to the technically qualified eligible firms.
14.	Performance Security Deposit	INR Rs.3.5 lac (Three Lacs and Fifty Thousand)

4. A bidder is not allowed to submit more than one Bid.
5. Bidder should have valid GST Registration Number and should meet all legal requirements.
6. IRFC reserves the right to call for any other details or information from any or from all the bidders.
7. IRFC reserves all right to reject any Bid at any time, at any stage, fully or partly for whole process and/or for particular Bidder and also reserves all right at any time to add, alter, modify, change, edit and delete any condition at any stage. The IRFC also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of IRFC Management shall be final and binding on all the Bidders.
8. The details regarding the subject tender are available on the IRFC website www.irfc.nic.in Bidders are therefore requested to visit the website regularly to keep themselves updated.

**Joint General Manager (HR & Admin.)
Indian Railway Finance Corporation Ltd.
New Delhi-110003**

SECTION – I
INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

- 1.1 Indian Railway Finance Corporation Ltd. (hereinafter called IRFC/Owner) invites Bids in respect of ARC for Hiring of vehicles on Daily and Monthly Basis at our office at Indian Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Paragti Vihar, Lodhi Road, New Delhi – 110003. All Bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/withdraw invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

- 2.1 The Bidding is open to all qualified Bidders who fully meet the following qualifying requirements and provide satisfactory evidence concerning the same:

S. No.	Qualifying Criteria	Document Required
1.	Name of the Bidder	To be filled by the bidder
1	Registration (Legal Status) a) Public Ltd./Govt. /PSU: b) Pvt. Ltd: c) Private Society/Trust: d) Partnership: e) Sole Proprietorship/Single Person	Copy of related document to be enclosed.
2	Registered Address of the Bidder with Telephone/Mobile/E-mail & Fax	Address: _____ Telephone No _____ Mobile No. _____ E-mail _____ Fax _____
3	Name(s) of the proprietors/Directors as per 2 above	List to be attached
4	The bidder should have past experience of providing vehicles for continuous three years to any government organization/ Departments/ Ministry/ PSU etc.,	Proof of providing the vehicles with a Satisfactory performance certificate from the user agency may be attached (As per Annexure – I(A))
5	Bidder should have a fleet of at least 20 (Twenty) cars of model 2019 and onward consisting of Toyota Fortuner/Corolla Altis/Honda City/ Maruti Dzire/ Innova or equivalent duly registered Vehicles in the name of company/proprietor/partners as the case may be. However in case of award of work vender should	Copy of RC along with valid insurance certificate should be enclosed. (As per Annexure – I (B))

	undertake to provide above category of vehicle of model 2019 onwards as and when requisitioned.	
6	Bidder should have permanent / Regional office in Delhi/NCR functioning 24 hours with a telephone connection.	Address: _____ Telephone No _____ Mobile No. _____
7	Bidder should have Registration under GST.	Copy to be enclosed
8	PAN No.	Copy to be enclosed
9	Bidder must warrant that it is financially solvent and is a profit making company during the last three financial years (2017-18, 2018-19 & 2029-20) based on audited accounts. The average annual Turnover of the firm should not be less than Rs. 30 lacs during last 03 years.	The bidder should enclose supporting documents such as Copy of audited Profit/Loss Account, Balance Sheet, Copy of Income-Tax returns certified by Chartered Accountant. (As per Annexure – I(C))
10	The bidder should be a ISO certified firm with good reputation & rich experience in Vehicle services.	Copy of ISO certification may be attached.
11.	Were you or your company/ organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.	If the information is nil same may be mentioned
12	An Undertaking to the effect that the Agency/ Firm has not been blacklisted by any of the Ministry/ Department of Govt. of India.	As per Annexure – VI
13	Details of Earnest Money Deposit Name of the Bank Demand Draft / Banker's Cheque No. & Date or Bank Guarantee No.	

2.1.1 Owner reserves the right to carry out capability assessment of the Bidders and Owner's decision shall be final in this regard; and the bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

3.0 **COST OF BIDDING**

3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

4.0 **BID CLARIFICATION**

4.1 The bidders are advised in their interest to visit the office before submitting their tender document for any clarification. The authorized representative of the agency (ies) may visit us on any working day as per his convenience between 10:30 hrs to 13:00 hrs and 14:30 hrs to 16:30 hrs.

5.0 **DOCUMENT COMPRISING THE BID**

5.1 The Bidder shall complete the Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.

5.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

5.3 **SCOPE OF THE PROPOSAL**

5.3.1 The scope of the proposal shall be on the basis of the sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

6.0 **The bidder should also furnish the under mentioned information:**

a.	Name of the Agency, Address, Telephone and fax nos.		
b.	E-mail Address		
c.	Name of the Contact Person Telephone/Mobile No.		
d.	Name of the Bank (With full address)		
e.	Bank Account No. (Enclose an unsigned cheque duly cancelled)		
f.	PAN No.		
g.	GST No.		
h.	Service Tax No., if any		
i.	P.F. Account Number (If PF Act is not applicable to the firm furnish reasons)		
j.	ESI (in case not applicable to the firm furnish reasons)		
k.	Details of Earnest Money Deposit Name of the Bank Banker's Cheque No. & Date or Bank Guarantee No.		
l.	Details of Tender Cost		

7.0 **FORMAT AND SIGNING OF BID**

7.1 The Bidder shall complete all the procedure and sign all the pages of the Bid Documents.

8.0 **BID PRICES/PRICE VARIATION**

8.1 The Bidder shall indicate all the rates and amount which should be written both in figures and words and shall be indicated in Indian rupees only. The prices shall remain firm during the currency of the contract except the price variation due to increase/decrease in the average price of fuels announced by the Government during the validity of the contract which will be reviewed quarterly, the rates would be increased/decreased proportionately taking an average of 9 KM/KG/LTR based upon formula given below. No increase in other charges shall be allowed during the currency of contract. The increase in fuel charges shall be paid on per KM basis calculated as follows:

$$= \frac{\text{Revised rate of fuel} - \text{previous rate of fuel}}{9\text{KM}}$$

9.0 **BID SECURITY (EMD)**

9.1 A Bid security i.e. EMD i.e. Rs. 70,000/- in the form of Demand Draft/Banker's Cheque drawn in favor of "Indian Railway Finance Corporation Ltd." Payable at Delhi and whose validity should be at least 6 months from the date of opening of Bids. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

OR

The bidders may submit an unconditional irrevocable bank guarantee as per Clause 5.0 of GCC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 70,000/- in favor of Indian Railway Finance Corporation Ltd. Delhi in the format furnished as per **Annexure – VII.**

9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 6 (Six) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.

9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 9.4 Section INB.

9.4 If the successful Bidder fails to accept letter or award/purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.

9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.

9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.

9.7 No interest or any other cost will be payable by the Owner on the Bid security.

9.8 The earnest money is liable to be forfeited if at any time after receiving tenders, it is noticed by the IRFC that the Bidder is not earnest in as much as they have withdrawn

their offer or sought amendment of their terms quoted which are not acceptable to the IRFC or failed to furnish the performance guarantee as required by the IRFC or is not responding to communication of the IRFC in time for clarifications of some of the relevant terms and conditions of the quotations etc.

- 9.9 SSI/NSIC/MSME industries are exempted from submission of EMD and tender cost and must enclose the SSI/NSIC/MSME registration certificate for the same products/services in this contract. This preference shall be applicable to only those bidders, whose SSI/NSIC/MSME certificate contains the services as listed in this tender and should have UAM number for claiming MSME benefits as per GOI notifications from time to time

10.0 SINGLE STAGE BIDDING

- 10.1 The bidders shall be required to submit techno-commercial and price bid together at the same time (Part-I Techno Commercial in one envelope and Part-II price bid in another envelope).

11.0 PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

12.0 PROCESS OF SUBMISSION OF BIDS

- 12.1 Bid documents along with **EMD and cost of tender**, if any should be submitted in sealed cover super-scribed as **ARC for Hiring of vehicle on Daily and Monthly Basis** in IRFC office, New Delhi, tender number IRFC/Tender//Hiring of Vehicle/2020-21 and should be deposited in the tender box kept in the office of IRFC latest by 11:00 A.M. on / / 2020. The Bid would be opened as per schedule in the presence of representative of the agencies who choose to remain present.

- 13.0 Any Bid received by the Owner after the deadline for submission of Bids prescribed by the Owner in the Invitation of Bid, shall be rejected and returned unopened to the Bidder.

14.0 WITHDRAWAL OF BIDS

- 14.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

15.0 OPENING OF THE BIDS BY THE OWNER

- 15.1 The Bid would be opened by the owner as per schedule specified in the invitation of Bids OR in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 15.2 In case holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. IRFC reserves the rights to accept or reject any or all the tenders without assigning any reasons.

16.0 PRELIMINARY EXAMINATION

- 16.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.

- 16.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.
- 16.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.
- 17.0 **EVALUATION OF BIDS**
- 17.1 The Owner will evaluate and compare the Bids based on the information asked in the tender document vis-à-vis documents submitted by the bidder.
- 17.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.
- 17.3 **Evaluation Criteria:** Bid will be evaluated on the basis of **price quoted by the bidder** (Annexure – III (A & B) and work will be awarded based on least evaluated cost to the purchaser/Owner.
- 17.4 Arithmetical errors will be corrected on the following basis:-
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited.
- 17.5 Preference to MSE Agencies and related evaluation has been detailed out at Appendix of these tender documents.
- 18.0 **AWARD OF WORK**
- 18.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 18.2 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.
- 18.3 The Owner reserves the right to ask all the qualified bidders to match the L – 1 rate of each car category and if agreed they will be empanelled for all the 4 car categories. Owner also reserves the right to empanel additional agencies in case the qualified bidder(s) is not able to meet our requirement.

SECTION – II
DETAILED SCOPE OF WORK (SECTION – DSW)

1.0 GENERAL

We have requirement of Vehicles (A/C & Non-A/C passenger's cars) for our Sr. Executives, clients, customers and employees etc. We, therefore, intend to enter into contract with Vehicle Operator(s) / Contractor(s) for a period of 1 (one) year for hiring of these cars on "as and when required" basis and monthly basis and the same can be extended twice on yearly basis after review of agency performance at the end of each year.

2.0 SCOPE OF WORK

- 2.1 The contractor shall provide Vehicles (A/C & Non-A/C passengers cars) of **Model 2019 or later** as per requirement. The cars shall be provided at out office premises at **Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Paragti Vihar, Lodhi Road, New Delhi – 110003** or at any other place intimated to the Contractor for travel within or outside Delhi as and when required on daily basis and monthly basis. In case where the payment of Toll Tax/State Tax etc. is also payable in addition to the rates, the same may please be indicated invariably in the format.
- 2.2 To the extent possible, the Contractor will have to make efforts to provide his own vehicle. However in case of non-availability of his own vehicle, it devolves on the Contractor to provide an alternative vehicle of equivalent status and above. But the payment will be released with reference to the approved rates to the Contractor.
- 2.3 The Contractor is required to provide the non-polluting fuel efficient vehicles only.
- 2.4 The Contractor shall provide well –behaved drivers having knowledge of different routes as well as repair of cars and valid driving license and also having proper uniforms. The reporting time, place, address etc. should be strictly followed by contractor.
- 2.5 The vehicle provided by the Contractor must be in excellent condition and have proper and complete documents, which should be shown to the user, if asked for. Otherwise, the vehicle may be rejected and sent back. No payment shall be made on account of car so rejected.
- 2.6 In case of non-availability of requisitioned car, it will be the responsibility of the Contractor to provide upgrade model at the same rates with prior consent of IRFC.
- 2.7 The Contractor shall maintain the duty slip/log book (for hiring of cars on monthly basis) as per proforma approved by IRFC for every trip/requisition separately. The duty slip should be got signed from the user who would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ending the journey by the user.

3.0 RATE & PRICE VARIATION

The schedule of rate (to be filled in by bidder) is enclosed at Annexure – III (A & B) for work to be executed. In case of award of contract, the price shall remain firm for a period of one year. However, the price variation due to increase/decrease in the price of fuel shall be done as per clause 3.0 of special conditions of contract.

4.0 DURATION/PERIOD OF CONTRACT

Normally the periodicity of contract is one year. However extension will be considered keeping into consideration the various factors, such as prevailing market price, satisfactory performance of the firm etc.

PREFERENCE TO PURCHASE FROM MSMEs

1. Purchaser reserves the right for providing preference to SSI/NSIC/MSME Industries in terms of “Public Procurement Policy for Micro and Small Enterprises (SMEs) Order 2012”. Purchase preference for these SMEs will operate as follows:
 - a) This Public Procurement policy shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - (b)
 - 1) If the L – 1 Agency is MSE vendor, than complete order will be awarded to this agency only.
 - 2) In this tender participating MSEs who quote within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise will be allowed to supply up to 20% of total tendered value. 20% of this 20% MSE tendered value (i.e. 4%) will be allowed to be supplied by SC/ST entrepreneur if they ready to match the L-1 price.
 - 3) In case of more than one such MSEs, the supply shall be shared proportionately (to tendered qty.).
 - 4) In case none of the MSEs qualified in above, complete order will be placed on L-1 agency.
2. Detailed technical specifications described in Annexure – I & I (A) are mandatory requirement and will not be relaxed for any reason.
3. Above preferences shall be applicable to only those vendors, whose SSI/NSIC/MSME certificate contains the services as listed in this tender. The above preference shall be applicable to only those bidders, whose SSI/NSIC/MSME certificate contains the services as listed in this tender and should have UAM number for claiming MSME benefits as per GOI notifications from time to time

SECTION – III
GENERAL TERMS AND CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION OF TERMS

- 1.1 ‘The Contract’ means of agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 ‘Owner’/’Purchaser’ shall mean the Indian Railway Finance Corporation Limited., New Delhi, India (A Government of Undertaking) and shall include their legal representatives, successors and assigns
- 1.3 ‘Contractor’, ‘Manufacturer’, ‘Agency’, ‘Firm’ shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 1.4 ‘Sub-Contractor’ shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 ‘Specifications’ shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.6 The term ‘Contract Price’ shall mean the lump sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.7 ‘Inspector’ shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.8 ‘Notice of Award of the Contract’ / ‘Letter of Award’ / ‘Telex of Award’ shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.9 ‘Date of Contract’ shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.10 ‘Month’ shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A ‘Week’ shall mean continuous period of seven (7) days.
- 1.11 ‘Writing’ shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.12 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’,

‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.

- 1.13 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.14 Words imparting the singular only shall also include the plural and vice-versa where the context so required.
- 1.15 Words imparting ‘Person’ shall also include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

2.0 **SUBMISSION OF BIDS**

- 2.1 Bid documents along with EMD and cost of tender, if any, should be submitted in sealed covers super-scribed as **ARC for Hiring of Vehicle on Daily and Monthly Basis in IRFC New Delhi**, Tender No. **IRFC/Tender//Hiring of Vehicle/2020-21** and should be deposited in the Tender Box kept in the office of IRFC, UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003 latest by 03:00 P.M. on 24/11/2020. The bids would be opened as per schedule in the presence of representatives of the agencies who choose to remain present. Submission of bids by the Bidder implies that he has fully read and understood the NIT instructions, terms & condition and all other contract documents and other factors bearing on execution of works.

3.0 **DEADLINE FOR SUBMISSION OF BIDS**

- 3.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 3.2 The envelopes containing bid documents (Part I & Part II as specified in clause 10.0 INB) must be received by the Owner at the address specified above, not later than the time and date mentioned in the invitation of Bid.
- 3.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the invitation of Bid/RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.0 **LATE BIDS**

- 4.1 Any bid received by the Owner after the time & date fixed or extended for submission of bids prescribed by the Owner, will be rejected by tender portal and/or EMD and Tender Cost will be returned unopened to the Bidder.

5.0 **EARNEST MONEY DEPOSIT (EMD)/BID GUARANTEE**

- 5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs. 70,000/- in one of the form listed out herein below:

- 5.2 The bid guarantee shall be valid for a period of six calendar months from the date of bid opening which shall be extended from time to time as desired by Owner. The successful Bidder shall keep his bid guarantee valid till one month beyond the submission of Contract Performance Guarantee, if required.
- 5.3 **The bid guarantee may be submitted in one of the following forms:**
- a) A crossed bank draft in favour of Indian Railway Finance Corporation Ltd. Delhi, Payable at Delhi from a Nationalized Bank or a reputed commercial bank of the Bidder's country.
 - b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of Indian Railway Finance Corporation Ltd. Delhi in the Performa enclosed herewith as Annexure – VII
- 5.4 Any bid, not accompanied by the bid guarantee is liable to be rejected by the Owner as non-responsive.
- 5.5 Bid Guarantee of the un- successful bidder(s) shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 5.6 The Bid Guarantee may be forfeited without any notice or proof of damages etc.:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.
- OR
- b) In the case of a successful Bidder if the Bidder fails to accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- 5.7 No interest will be payable by the owner on the above bid guarantee
- 5.8 Quotation without EMD will out rightly be rejected. SSI/NSIC/MSME Industries are exempted from submission of EMD/Tender cost and must enclose the SSI/NSIC/MSME registration certificate for the same product/Services in this contract. If the SSI certificate does not contain the item as listed in our NIT and no EMD/Tender cost is found enclosed, the offer shall be rejected. (Refer INB clause 9.9)

5.9 Performance Security Deposit

- (i) The successful tenderer will have to make a Security Deposit of INR 3.5 Lac (Indian Rupees Three lacs Fifty Thousand only) in the form of Bank Guarantee/DD of any Nationalized/Commercial Bank which should be valid for 15 months from the date of award of work order and should be drawn in favour of "Indian Railway Finance Corporation Limited" payable at Delhi. Refer annexure-VIII.
- (ii) In case of termination of the contract for any reason the Security Deposit shall stand forfeited, either wholly or partly and the tenderer (s) shall have no claim whatsoever against the IRFC in consequence of such termination of the contract.

- (iii) In the event, the bidder gives up the work before expiry of the contract, or is unable to service the contract for whatsoever reason; the Security Deposit shall stand forfeited / invoked.
- (iv) No interest shall be payable on the Security Deposit.

The IRFC shall also be entitled to make recoveries from the tenderer's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case of bidders who had submitted an unconditional and irrevocable bank guarantee or a valid MSME certificate in support of EMD, the awardees' is required to furnish DD /BG amounting to Rs. 3.5 Lacs on a/c of Performance Guarantee along with acceptance of the ARC within 10 days from the date of receipt of work order.(Refer INB clause 9.9)

6.0 MODIFICATION AND WITHDRAWAL OF BIDS

6.1 No bid may be modified subsequent to the deadline for submission of bids.

6.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal / modification of a bid during this interval may result in the forfeiture of bid security.

7.0 INFORMATION REQUIRED WITH THE PROPOSAL

7.1 The following information shall be required with bid in the form of scanned copies, if required.

7.1.1 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc. as per Tender requirement.

7.1.2 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

7.1.3 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

7.1.4 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules

7.1.5 Undertaking letter stating that firm has not been blacklisted.

8.0 OPENING OF BIDS BY THE OWNER

8.1 The Bids shall be opened by the Owner on same day as specified in Invitation of Bids **or** for any unforeseen reason any date after the last date fixed for bid receipt **or** in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

8.2 The Bidder's names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the time of opening of bids.

8.3 No electronic recording devices will be permitted during bid opening.

9.0 CLARIFICATION OF BIDS

9.1 To assist in the examination, evaluation and comparison of bids, the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

10.0 PRELIMINARY EXAMINATION

10.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

10.2 Arithmetical errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.

10.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

10.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

11.0 TAX CLAUSE AS PER GOODS AND SERVICES TAX (GST):

11.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.

11.2 GST as applicable shall be paid by IRFC as per prevailing law. However, if any new legislation comes into effect under GST, same shall be made applicable.

- i. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on IRFC within the contractual delivery date /period (including extension approved if any) shall be on IRFC's Account against submission of documentary evidence.
- ii. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor's Account.
- iii. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with IRFC's GSTN number as applicable for particular supply on all invoices raised on IRFC under GST Regime.
- iv. The contractor would be liable to reimburse or make good of any loss/claim by IRFC towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to IRFC. In case, contractor does not issues credit note to IRFC, IRFC would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- v. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IRFC as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- vi. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IRFC.
- vii. In case, IRFC's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IRFC by issuance of suitable credit note to IRFC. In case, contractor does not issue credit note to IRFC, IRFC would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- viii. IRFC shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- ix. To enable IRFC to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IRFC to avail of the

- ITC with respect to GST reimbursed by IRFC on materials sold to IRFC
- x. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
 - xi. In case, IRFC is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc).
 - xii. Seller shall be responsible to indemnify IRFC for any loss, direct or implied, accrued to IRFC on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
 - xiii. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to IRFC through reduction in supply value by way of commensurate reduction in Bill value.
 - xiv. Any deductions/penalties/compensations levied on contractors as per the terms of the contract shall attract GST and the contractor is liable to pay the same at applicable rate along with the penalty/deduction amount.
 - xv. Payment of GST is subject to reflection of Party's invoice in GSTR 2A /Anx-2 (GST New Return) of IRFC.
 - xvi. Vendor has to ensure to that GSTR 2A /Anx-2 (GST New Return) is filed before the due date.

12.0 INSURANCE

- 12.1 The provided vehicles must be fully and comprehensively insured covering the risk to driver and all passengers also.

13.0 BID CURRENCIES

- 13.1 Prices shall be quoted in Indian Rupees only.

14.0 PERIOD OF VALIDITY OF BIDS

- 14.1 Bids shall remain valid and open for acceptance for a period of 4 months after the date set for Bid opening.

15.0 PROCESS TO BE CONFIDENTIAL

- 15.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

16.0 CORRECTION OF ERRORS

- 16.1 Bids determined to be substantially responsive will be checked by the owner for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:
- a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.
 - b) Where there is a discrepancy between the unit rate and the total amount derived from the Multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

16.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

17.0 TIME SCHEDULE

17.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

18.0 EVALUATION AND COMPARISON OF BIDS

18.1 The owner will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents, pursuant to Clause 10.0 above.

18.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- a) Making any corrections for errors pursuant to Clause 16.0
- b) Excluding provisional sums
- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 10.2

18.3 Bidder shall state their Bid price in respective schedule as outlined in the specifications in tender Document. Bids will be evaluated on the basis of these prices.

18.4 The owner reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

18.5 Bid evaluation will be carried out car category wise based on price quoted and award shall be made on the basis of least evaluated cost to the Purchaser.

19.0 AWARD CRITERIA

19.1 The Owner will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 18.0 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

20.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

20.1 The Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the effected bidder or bidders or any obligation to inform the effected bidders or bidders of the grounds for the Purchaser's action.

21.0 NOTIFICATION OF AWARD

21.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum / rate which the Owner will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement or receipt of the same.

21.2 The Notification of Award will constitute the formation of the Contract.

22.0 LOCAL CONDITIONS

22.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have an effect on the performance of the contract covered under these specifications and documents.

23.0 PAYMENT TERMS

23.1 The bill along with the parking slip, toll charge slip, duty slip duly signed by the user of the vehicle or his representative should be sent to IRFC immediately after the use of the vehicle. It should be ensured that there is no overwriting in the duty slips. In no case duty slip without the signature will be accepted for payment unless specifically intimated in advance.

23.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

23.3 Due Dates for Payment

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth. Progressive payments will become due to and payable by the Owner within thirty (30) working days of the date of receipt of Contractor's bill/invoice/debit note by the Owner, provided the documents submitted are complete in all respects.

24.0 FORCE MAJEURE

24.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

25.0 CONTRACTOR'S DEFAULT

25.1 The Owner may, upon written notice of default to the Contractor, terminate the Contract in the Circumstances detailed hereunder:

25.2 If in the judgment of the Owner, the Contractor fails to provide the services as per the standards specified in the Contract Agreement.

25.3 If in the judgment of the Owner, the Contractor fails to comply with any of the other provisions of the contract.

25.4 In the event the Owner terminates the Contract in whole or in part, the Owner reserves the right to avail the service, upon such terms and in such manner as he may deem appropriate, services similar to that terminated and the Contractor will be liable to the Owner for any additional costs incurred for such services.

25.5 The termination of the Contract under the Clause shall not entitle the Contractor to reduce the value of the Performance Bid Security, nor the time thereof. The performance bid security shall be valid for the value and for the full period of the Contract.

26.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

26.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause Contractor's Default. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.

26.2 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor of surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and / or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the contractor's firm liable to damages for not completing the Contract.

27.0 GRAFTS AND COMMISSIONS ETC.

27.1 Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor of his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The owner shall then be

entitled to deduct the amount so payable form any monies otherwise due to Contractor under the Contract.

28.0 SETTLEMENT OF DISPUTES

- 28.1 Any Dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 28.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Officer in charge, who within a period of Fifteen (15) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 28.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 28.4 If after the officer in charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him my either party within fifteen (15) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 28.5 In the event of the officer in charge failing to notify his decision as aforesaid within fifteen (15) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within fifteen (15) days after the expiry of the first mentioned period of fifteen (15) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

29.0 ARBITRATION

- 29.1 All disputes or differences in respect of which the decision, if any, of the officer, has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 29.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the parties in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 29.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.
- 29.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time

for making the award. In the event of any of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

- 29.5 The arbitrator shall have full powers to review and/or revise, any decision, opinion, direction, certification or valuation of the officer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments out before the officer for the purpose of obtaining the said decision.
- 29.6 No decision given by the officer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 29.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

30.0 **LAW AND PROCEDURE**

30.1 **Applicable Law**

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

30.2 **ACCEPTANCE OF TERMS AND CONDITIONS**

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid proposal sheets (**Annexure II (A & B)**) with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

SECTION – IV
SPECIAL TERMS & CONDITIONS

- 1.0 The Contractor shall provide Vehicles of **Model 2019** or later as per our requirement with well-behaved skilled drivers having knowledge of routes and repairs of cars and valid driving license and also having proper uniforms. The vehicle provided by the contractor must have proper and complete documents, which should be shown to the user, if asked for.
- 1.1 The car shall be provided at our office premises at **Indian Railway Finance Corporation Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, ParagtiVihar, Lodhi Road, New Delhi – 110003** or at any other place intimated to the Contractor/Agency for travel within or outside Delhi as and when required on daily basis.
- 1.2 If the vehicle provided by the Contractor is found not to be in good condition or without proper document, the vehicle is liable to be rejected and returned. No payment shall be made on account of car, so rejected.
- 1.3 The Contractor shall maintain the log sheet/duty slip as per proforma approved by IRFC for every trip / requisition separately. The log sheet/duty slip should be got signed by the user which would indicate the opening and the closing meter reading with time and date at the garage and at the point of starting/ending the journey by the user. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted in support of the bill for payment unless specifically intimated in advance.
- 1.4 In case of breakdown/servicing/repair, the contractor shall provide alternate vehicle of same Make and Model failing which vehicle shall be hired from any other source(s) at the risk and cost of the contractor.
- 1.5 The chargeable mileage will be the total mileage from point of pick up to point of drop out as intimated by IRFC representative plus garage to point of pick up/drop out maximum to 10 KMs each way.
- 2.0 **DEDUCTION IN CASE OF VEHICLE NOT MEETING THE SPECIFICATION**
- 2.1 If the interior of the vehicle is not in good condition, the deduction to the extent of 5% of the total amount from the bill of that vehicle shall be made.
- 3.0 **PRICE VARIATION**
- 3.1 The rates quoted by the party shall be firm during the currency of contract except for price variation due to increase/decrease in the prices of fuel beyond +/-5% of rate as on date of opening of tender, announced by the Government during the validity of the contract, the rates would be increased/decreased proportionately taking an average of 9 Kms per liter /KG. No increase in other charges shall be allowed during the currency of contract.
- 4.0 In case of non-reporting/refusing to provide the requisite car, the same may be hired from any other source(s) at the risk and cost of the contractor, besides any other penal action which may be even termination of Contract. In this context clause 8.0 of Section I, INB may be referred.
- 5.0 The maintenance cost, charges of fuel, road tax, permit fee, passenger tax, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no

payment shall be made by IRFC. Actual Parking Charges/Toll charges/State Tax will be payable along with the monthly bills, only upon submission of the parking bills/toll receipts etc.

- 6.0 IRFC reserves the right to get the meter calibrated or checked at any time at its sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by IRFC, which may even lead to termination of Contract.
- 7.0 The tempering of meter reading, vehicle usage timings, overwriting of log sheet and **misbehavior of driver** shall be viewed seriously, leading to forfeiture of security deposit or even cancellation of contract.
- 8.0 One or more than one vehicle depending upon the requirement of the company can be called at any time during the day and night.
- 9.0 No advance payment shall be made under any circumstances.
- 10.0 The contractor shall be fully responsible for any loss or damage to the vehicle and also liable to pay full compensation for any injury or any other loss to passengers.
- 11.0 The work can be divided among two or more parties at the sole discretion of IRFC and no Contractor/agency shall have any objection to the same.
- 12.0 The car sent to our office on our requisition must have all relevant documents like registration book/driving license/insurance/road tax/receipt/permit fee/passenger tax/border tax/toll tax etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
- 13.0 The bill in triplicate along with duty slips duly signed and stamped by the user of the vehicle or his representatives should be sent to the Corporation for payment by the 5th of the following month. However, the triplicate copy of the bill will be returned to the Contractor duly receipted. In case, the bills are not submitted to IRFC as per above schedule, IRFC will not take any responsibility for delay in payment. Further, bills relating to a particular vehicle are required to be submitted in one batch monthly basis in chronological order (1st of the month to last date of the month) and will not be mixed up with the bills pertaining to other vehicle. In other words, the vehicle-wise bills are required to be sent to IRFC for payment. It should be ensured that there is no overwriting in the duty slips. In no case, duty slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 14.0 In case of non-availability of requisitioned car, it will be the responsibility of the contractor to provide upgraded model car at the same rates, terms and conditions with prior permission of IRFC.
- 15.0 The agency will be responsible for compliance of all statutory provisions related to minimum Wages, labour laws etc. in respect of the drivers deployed by it. The bidder will be fully responsible for payment of wages and other dues and compliance of all labour laws, welfare schemes applicable to the drivers deployed by them in this Office.
- 16.0 The contractor shall indemnify IRFC towards any damage or loss of or disability occurred/developed by the vehicle supplied by the contractor and IRFC will not entertain any claim in this regard.

CHECK LIST OF DOCUMENTS.

- 1.0 There should be one main sealed envelope super scribing “**Tender for engagement of service provider for hiring of vehicles on daily & monthly basis:**
- 2.0 **One sealed envelope containing the following super scribing as Technical & Commercial Bid (Part A) for engagement of Service Provider in IRFC:-**
 - 2.1 All pages of Bid document duly stamped & signed by authorized signatory;
 - 2.2 Demand Draft / Bank guarantee (as per annexure (VII) of Rs.70,000/- as EMD; and
 - 2.3 Demand Draft of Rs.750/- as cost of tender form (non-refundable).
 - 2.4 **Technical Bid Proforma Annexure-I**
 - 2.5 List of major clients during 3 years **Annexure I(A)**
 - 2.6 Details of cars (not older than 2019 model) owned by the bidder Annexure-I (B)
 - 2.7 Financial information of the bidder as per Annexure I (C)
 - 2.8 Bidder’s details like certificate for ESI, EPF, GST, PAN as applicable to be attached with this Annexure) along with documentary evidences;
 - 2.9 Technical and Commercial Deviation as per annexure II (A & B)
 - 2.10 Covering letter as per Annexure – IV
 - 2.11 Undertakings as per annexure V &VI.
- 3.0 **One sealed envelope containing the following super scribing as Price Bid (Part B) engagement of service provider for hiring of vehicles on daily & monthly basis**
 - 3.1 Financial Bid of the tender document As per Annexure III (A&B) duly filled.
- 4.0 **Both the envelopes i.e. Sr. No. 2 & 3 are kept in the main envelope as indicated at Sr. No. 1.**

Annexure – I

Technical Bid Proforma (To be filled in and to be submitted as Technical Bid)

S. No.	Qualifying Criteria	To be filled by the tenderer (given details with proof)
1.	Name of the Bidder	
1	Registration (Legal Status) e) Public Ltd./Govt. /PSU: f) Pvt. Ltd: g) Private Society/Trust: h) Partnership: e) Sole Proprietorship/Single Person (Copy of related document to be enclosed)	
2	Registered Address of the Bidder with Telephone/Mobile/E-mail & Fax	Address: _____ Telephone No _____ Mobile No. _____ E-mail _____ Fax _____
3	Name(s) of the proprietors/Directors as per 1 above authorized to act for the organization. (List to be attached)	
4	The bidder should have past experience of providing vehicles for continuous three years to any government organization/ Departments/ Ministry/ PSU / reputed organizations etc., (Proof of providing the vehicles with a Satisfactory performance certificate from the user agency may be attached).	As per annexure – I (A)
5	Bidder should have a fleet of at least 20 (Twenty) cars of model 2019 and onward consisting of Toyota Fortuner/Corolla Altis/Honda City/ Maruti Dzire/ Innova or equivalent duly registered Vehicles in the name of company/proprietor/partners as the case may be. However in case of award of work vender should undertake to provide above category of vehicle of model 2019 onwards as and when requisitioned.	As per Annexure – I (B)
6	Bidder should have permanent / Regional office in Delhi/NCR functioning 24 hours with a telephone connection.	Address: _____ Telephone No _____ Mobile No. _____
7	Bidder should have Registration under GST. (Copy to be enclosed)	
8	PAN No. (Copy to be enclosed)	
9	Bidder must warrant that it is financially solvent and is a profit making company during the last three financial years (2017-18, 2018-19 &	As per Annexure – I (C)

	2019-20) based on audited accounts. The average annual Turnover of the firm from Vehicle operation should not be less than Rs. 30 lacs during last 03 years. (The bidder should enclose supporting documents such as Copy of audited Profit/Loss Account, Balance Sheet, Copy of Income-Tax returns certified by Chartered Accountant)	
10	The bidder should be a ISO certified firm with good reputation & rich experience in Vehicle services. (Copy of ISO certification may be attached)	
11	Were you or your company/ organization ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work. (If information is NIL please mention the same)	
12	An Undertaking to the effect that the Agency/ Firm has not been blacklisted by any of the Ministry/ Department of Govt. of India.	As per Annexure – VI
13	EMD / Cost of Tender Document. Details of each.	

Note:

- All documents related to above information should be signed by the bidder.
- All pages of technical bid should be serially numbered.

(Signature of the bidder with seal)

List of major clients for ARC for hiring of Vehicles

Past experience of providing vehicles on **Daily and Monthly Basis** for continuous **three years** to any government organization/ Departments/ Ministry/ PSU / reputed organizations etc.,

S. No.	Name of the organization	Period of Contract last three years	Value of Contract	Contact person & Telephone No.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

(Signature of the bidder with seal)

The Contractor shall furnish the following information for Annual Rate Contract for hiring of Vehicles

1. Name of the Firm/ Agency :
2. Address for Communication :
3. Registered Office, if any :
4. Location of Garage :
5. Telephone Nos. (Off. Resi., Garage) :
6. Name of Proprietor/partner :
7. (i) Name of Bankers :
(ii) Bank Credit limit, if any :
8. (i) Date/Year of Commencement of businesses :

(ii) Details of cars (not older than 2019 model) owned by the bidder.

S. No.	Type of Car	Registration No.	Date of Purchase	Indicate Petrol/ Diesel /CNG Driven	Photocopy of RC and Insurance enclosed
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

- 9. No. of skilled Drivers :
- 10. Contact Name of the Person with
Mobile No. for service before 9 AM
and after 5 PM including on holidays :
- 11. Any other information (which bidder
considers necessary to bring to the
notice) :

It is certified that the above information/certificates are true and in case of any of these is found to be false we shall be liable for any action as decided by IRFC.

Dated:

Signature of the Bidder
(with seal)

ANNEXURE – I (C)

FINANCIAL INFORMATION OF THE BIDDER

- I Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (copies to be attached).

FINANCIAL YEARS				
S. No.	Details	(1) 2017-18	(2) 2018-19	(3) 2019-20
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position: a) Cash b) Current Assets c) Current Liabilities d) Working Capital(b-c) e) Current Ratio: Current Assets/Current Liabilities (b/c)			

- II Up to date Income Tax Clearance Certificate.
- III Certificate of financial soundness from Bankers of Bidders.

Note: Attach additional sheets, if necessary.

(Signature of the Bidder with Seal)

TECHNICAL DEVIATIONS**Technical Deviations for ARC for hiring of Vehicles on Daily and Monthly Basis**

The following are the Technical deviations and variations from the exception to the specifications and documents against Detail Technical Specification of Tender Bid No. IRFC/Tender/Hiring of Vehicle/2020-21. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per IRFC specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

(Signature of the bidder with seal)

Note: If there is no deviation “Nil” may be mentioned.

COMMERCIAL DEVIATIONS**Commercial Deviations for ARC for hiring of Vehicles on Daily and Monthly Basis**

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender Bid No. IRFC/Tender/Hiring of Vehicle/2020-21. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per IRFC specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

(Signature of the bidder with seal)

Note: If there is no deviation “Nil” may be mentioned.

Annexure – III (A)

Price Bid – I

(FORMAT FOR QUOTING RATES FOR ARC FOR PROVIDING VEHICLES TO IRFC ON MONTHLY HIRING BASIS)

Names of Bidder :

Address :

Telephone No. :

Sr. No.	Vehicles to be hired on Monthly Basis	Type of Vehicle, AC of 2019 or later model only) Category A (Maruti Dizire/Hyundai Xcent/Honda Amaze or equivalent)	Type of Vehicle, AC of 2019 or later model only) Category B (Maruti Ciaz/Hyundai Verna/Honda City or equivalent)	Type of Vehicle, AC of 2019 or later model only) Category C (Honda Civic/Toyota Altis/Toyata Fortuner or equivalent)
	Description	(Rate in Rs.)	(Rate in Rs.)	(Rate in Rs.)
1.	Per month [10 hours a day and 25/26 days (for 30/31 days month) in a month] for 2500 kms			
2.	For every extra Kilometer beyond 2500 Kms. (Rate per Km)			
3.	Per month [10 hours a day and 25/26 days (for 30/31 days month) in a month] for 2000 kms			
4.	For every extra Kilometer beyond 2000 Kms. (Rate per Km)			
5.	For every extra hour beyond 10 hrs. per day (Rate per 01hr)			
6.	Minimum Chargeable Kms per day for outstation trip.			
7.	Driver allowance per day for outstation trip			
GST, If any (%)				

Note: 1. Rate for every extra KM as per sl. No. (2 and 4) above shall not exceed the per KM rate as has been quoted for hiring the vehicle on monthly basis.

Rates should be quoted in both figures and words (in case of mismatch words would be counted as correct)

2. GST extra as applicable (also to be quoted)

Signature of the bidder with date and office seal

Note: For the purpose of calculations, grand total of following rates shall be considered for each category of vehicles for monthly hiring: (a) Rate for 2000/ 2500 kms; plus (b) charges for extra (beyond 2000/2500 kms - Rate per each KM), 100 Km extra shall be considered for calculation of rate per KM.

Price Bid – II

(FORMAT FOR QUOTING RATES FOR ARC FOR PROVIDING VEHICLES TO IRFC ON DAILY HIRING BASIS)

Names of Bidder :

Address :

Telephone No. :

Sr. No.	Vehicles to be hired on Daily Basis	Type of Vehicle, AC of 2019 or later model only) Category A (Maruti Dizire/Hyundai Xcent/Honda Amaze or equivalent)	Type of Vehicle, AC of 2019 or later model only) Category B (Maruti Ciaz/Hyundai Verna/Honda City or equivalent)	Type of Vehicle, AC of 2019 or later model only) Category C (Honda Civic/Toyota Altis/Toyota Fortuner or equivalent)	Type of Vehicle, AC of 2019 or later model only) Category D (Innova and equivalent)
	Description	(Rate in Rs.)	(Rate in Rs.)	(Rate in Rs.)	(Rate in Rs.)
1	Fixed Per day (10 hours / 100 Kms.)				
2	For every extra Kilometer beyond 100 Kms. (Rate per each Kms)				
3	For every extra hour after 10 hours (Rate per each Hr)				
4	Minimum Chargeable Kms per day for outstation trip.				
5	Driver allowance per day for outstation trip				
GST, If any (%)					

- Note: 1. Rate for every extra KM as per sl. No. (2) above shall not exceed the per KM rate as has been quoted for hiring the vehicle on daily basis. Rates should be quoted in both figures and words (in case of mismatch words would be counted as correct)**
- 2. GST as applicable (also to be quoted)**

Signature of the bidder with date and office seal

Note: For the purpose of calculations, following rates shall be considered: (i) The rate per day (10 hours / 100 km.) X 26 days, plus (ii) charge for extra 100 km.
The grand total will be sum of total of Serial No.(1) and (2) above, after applying above calculations.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

Joint General Manager (HRM)

M/s Indian Railway Finance Corporation Limited
UG Floor, East Tower, NBCC Place,
Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi- 110 003

Sub: Acceptance of Terms & Conditions of Tender and adhere all Contractual Obligations.

Tender Reference No.: IRFC/Tender//Hiring of Vehicle/2020-21 Date:/10/2020

Dear Sir,

With reference to above referred tender dated —— for engagement of service provider for hiring of vehicles on daily & monthly basis, we hereby confirm that we have read the provision of Bid Document (including all documents like annexure(s). Schedule(s), etc.), which form part of the contract agreement and further confirm to accept all the Terms and Conditions contained in the Bid Document except those against which we have taken deviation in the respective schedule.

1. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration while submitting this acceptance letter.
2. A sum of Rs. 70,000/- is being submitted as earnest money in the form of Demand Draft (DD) / Pay order No. _____ Dated _____ (Name and Branch of bank) in favour of IRFC Limited or submitting a Bank Guarantee as per Annexure – VII.
3. A sum of Rs. 750/- is being submitted as payment towards tender form in the form of Demand Draft (DD) / Pay order No. _____ Dated _____ (Name and Branch of bank) in favour of IRFC Limited

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

I _____ Son/Daughter/Wife of Shri/Smt _____
Proprietor/Director/authorized signatory of the agency/firm, mentioned above is competent to sign this declaration and execute this tender document.

- I have carefully read and understood all the terms and conditions of the tender for engagement of service provider for hiring of vehicles on daily & monthly basis to Indian Railway Finance Corporation Limited, New Delhi and undertake to abide by them.
- The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware to the fact that furnishing of any false information/fabricated documents would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
- That our agency/firm has not been blacklisted by any organization.

Date:

Place:

Signature of authorized person full name with seal

**Undertaking Regarding Blacklisting
Status of the bidder**

I/We, M/s(Sole Applicant / Lead Member /Member /affiliate) , (the names and addresses of the registered officer) hereby certify and confirm that we or any of our promoter(s) / director(s) are not barred / blacklisted by Central Government / State Government /PSU /Supreme Court/ High Court of any State / District Court of any State from participating in Project/s, either individually or as member of Consortium as on the (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Processor thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated thisDay of.....2020

Name of the Applicant.....

Signature of the Authorized Person.....

Name of the Authorized Person

(OFFICE SEAL).....

BANK GUARANTEE
PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

M/s Indian Railway Finance Corporation
UG-Floor, East Tower,
NBCC Place, Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi- 110 003

Dear Sir,

In accordance with your Tender Specification

No. _____ M/s _____ having its
Registered / Head Office at _____
(hereinafter called the “Bidder”) wish to participate in the said bid for
_____ valid for _____

months from the date of bid opening is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the _____ Bank at _____ having our Head Office at _____ Guarantee and undertake to pay immediately on demand by Indian Railway Finance Corporation Limited (IRFC), the amount _____

(in figures & words)

without any reservation, protest, demur and recourse. Any such demand made by said Corporation shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____ if any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ day of _____ 20_____ at _____.

Signature & Stamp of Bank

**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To Be Stamped In Accordance With Stamp Act)
(Reference Clause of Contract)**

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No _____

Bank Guarantee No _____

Date _____

To,
Indian Railway Finance Corporation Ltd.
UG- Floor, East Tower, NBCC Place,
Bhisham Pitamah Marg,
Pragati Vihar, Lodhi Road,
New Delhi — 110003

Dear Sirs,

In consideration of the Indian Railway Finance Corporation Ltd. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head Office at.....(hereinafter referred to as the Agency / Firm which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No..... dated.....and the same having been unequivocally accepted by the Agency / Firm resulting into a contract valued at..... for.....(Scope of Contract) and the Agency / Firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to..... % (Per cent) of the said value of the contract including GST to the Owner. We..... (name and address), having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Agency / Firm to the extent ofas aforesaid at any time up to.....(Days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency / Firm.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Agency / Firm or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Agency / Firm. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any Powers vested in them or of any right which they might have against the Agency / Firm, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Agency / Firm or any other course of or remedy or security available to the

Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency / Firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency / Firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force up to and including.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....whose behalf this guarantee has been given.

Dated this.....Day of (Year) at

.....
Witness
1

.....
(Authorized Signatories of the Bank)

.....
(Signature).....
(Name).....

.....
(Signature).....
(Name).....

.....
(Official
address).....

.....
(Designation with Bank Stamp) Attorney as
per Power No.....

Power of Attorney
No.....Date.....

2.
(Signature).....
(Name).....
(Official address).....

- Note: 1. This sum shall be ten percent (10%) of the total lump-sum Contract Price_
2. The date shall be 90 days after the end of one year .
3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

FORM OF AGREEMENT

(To be executed on requisite value of stamp papers)

AGREEMENT

This agreement is made on this _____ day of _____ 2020 BY AND

BETWEEN Indian Railway Finance Corporation Limited (IRFC), a company incorporated under the Companies Act, 1956 and having its Office, at UG-Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Pragati Vihar, Lodhi Road, New Delhi-110003. (hereinafter referred to as “**IRFC**” which expression shall, where the context admits, include its successors and assigns) **OF THE ONE PART**

AND

M/S _____ having its office at _____ (hereinafter referred to as “**THE SERVICE PROVIDER**”, which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) **OF THE OTHER PART.**

WHEREAS:-

The Employer is desirous that certain manpower should be supplied by the Service Provider viz. Tender No. (hereinafter called “the works”), and has accepted a Bid by the Service Provider for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

- In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:
 - Letter of Acceptance of Tender
 - Notice Inviting Tender
 - Instructions to the Bidder
 - Special Terms and Conditions of Contract
 - General terms and conditions of contract (GCC),
 - Detailed scope of work (Section – DSW),
- In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

- The Employer hereby covenant to pay the Service Provider in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS

Where of the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorised signatory)

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Service Provider in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.